



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 06193009
Control 031701037
Project STP 2019(985) etc.
Highway FM 57 etc.
County FISHER

July 16, 2019

FNF CONSTRUCTION, INC.
115 S 48TH ST
TEMPE, AZ 85281-0000

Construction Division
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above.
You are authorized to begin construction in accordance with the provisions
of said contract.

Time for completion of the contract will be computed in accordance with
Item 8.

Your proposal check is being returned according to your instructions or your
proposal bid bond is released from further liability.

Sincerely,

Duane S. Milligan, P.E.
Deputy Director, Construction Division

Enclosure

cc: ABL District

BONDED BY: LIBERTY MUTUAL INSURANCE COMPANY
BOND NO. 024238983

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

CONTRACT NO. 06193009

CONTROL 0317-01-037 ETC.

PROJECT STP 2019(985) ETC.

HIGHWAY FM 57 ETC.

COUNTY FISHER

CONTRACT

between

STATE OF TEXAS

and

FNF CONSTRUCTION, INC.

for

CONSTRUCTION OF 12.939 MILES

of

FM 57 ETC.

in

FISHER COUNTY

This page intentionally left blank.

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONTRACT NO.	06193009
CONTROL	0317-01-037 ETC.
PROJECT	STP 2019(985) ETC.
HIGHWAY	FM 57 ETC.
COUNTY	FISHER

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **FNF CONSTRUCTION, INC.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **673 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

This page intentionally left blank.

PROJECT: STP 2019(985)
COUNTY : FISHER

, ETC.

CCSJ
031701037

BIDDER
1

DATE DIV JOB
6 19 47 9

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
100	6002		PREPARING ROW STA	703.000	300.000	210,900.00
104	6001		REMOVING CONC (PAV) SY	200.000	42.000	8,400.00
104	6009		REMOVING CONC (RIPRAP) SY	2,793.300	24.000	67,039.20
105	6011		REMOVING STAB BASE AND ASPH PAV (2"-6") SY	43,915.000	4.500	197,617.50
110	6001		EXCAVATION (ROADWAY) CY	53,803.000	9.500	511,128.50
132	6004		EMBANKMENT (FINAL) (DENS CONT) (TY B) CY	40,658.000	10.000	406,580.00
164	6033		DRILL SEEDING (PERM) (RURAL) (SANDY) SY	507,104.000	.100	50,710.40
164	6041		DRILL SEEDING (TEMP) (WARM) SY	250,472.000	.100	25,047.20
164	6043		DRILL SEEDING (TEMP) (COOL) SY	256,632.000	.100	25,663.20
168	6001		VEGETATIVE WATERING MG	4,268.000	37.000	157,916.00
247	6061	003	FL BS (CMP IN PLC) (TYA GR1-2) (6") SY	86,818.000	9.000	781,362.00
247	6233	003	FL BS (CMP IN PLACE) (TY A GR 1-2) (12") SY	14,697.000	17.000	249,849.00
310	6009		PRIME COAT (MC-30) GAL	23,394.000	4.800	112,291.20
316	6001		ASPH (MULTI OPTION) GAL	129,777.000	3.500	454,219.50
316	6222		AGGR(TY-PB GR-3 SAC-B) CY	2,575.000	120.000	309,000.00
344	6011	001	SUPERPAVE MIXTURES SP-B PG64-22 TON	3,919.000	121.000	474,199.00
344	6124	001	SUPERPAVE MIXTURES SP-D SAC-B PG70-28 TON	20,087.000	126.000	2,530,962.00
351	6004		FLEXIBLE PAVEMENT STRUCTURE REPAIR(8") SY	500.000	175.000	87,500.00
354	6021		PLANE ASPH CONC PAV(0" TO 2") SY	24,486.000	4.400	107,738.40
400	6005		CEM STABIL BKFL CY	473.000	190.000	89,870.00

PROJECT: STP 2019(985) , ETC. CCSJ BIDDER DATE DIV JOB
COUNTY : FISHER 031701037 1 6 19 47 9

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
400	6008		CUT & RESTORE ASPH PAVING SY 43.000	184.000	7,912.00
403	6001		TEMPORARY SPL SHORING SF 10,043.000	27.000	271,161.00
416	6001		DRILL SHAFT (18 IN) LF 128.000	89.000	11,392.00
416	6002		DRILL SHAFT (24 IN) LF 526.000	150.000	78,900.00
416	6004		DRILL SHAFT (36 IN) LF 610.000	300.000	183,000.00
416	6005		DRILL SHAFT (42 IN) LF 894.000	400.000	357,600.00
420	6014		CL C CONC (ABUT) (HPC) CY 139.200	2,200.000	306,240.00
420	6020		CL C CONC (ABUT) (HPC) (EXTEND) CY 11.800	4,050.000	47,790.00
420	6026		CL C CONC (BENT) (HPC) CY 36.000	2,350.000	84,600.00
420	6030		CL C CONC (CAP) (HPC) CY 31.500	1,850.000	58,275.00
420	6034		CL C CONC (CAP) (HPC) (EXTEND) CY 8.000	4,850.000	38,800.00
420	6038		CL C CONC (COLUMN) (HPC) CY 55.200	2,050.000	113,160.00
420	6071		CL C CONC (COLLAR) EA 2.000	800.000	1,600.00
422	6002		REINF CONC SLAB (HPC) SF 13,434.000	34.000	456,756.00
422	6016		APPROACH SLAB (HPC) CY 186.000	900.000	167,400.00
422	6031		CONCRETE PAN GIRDER (EXTEND) (HPC) CY 147.600	3,050.000	450,180.00
425	6035		PRESTR CONC GIRDER (TX28) LF 741.000	250.000	185,250.00
425	6040		PRESTR CONC GIRDER (TX62) LF 1,109.280	252.000	279,538.56
427	6004		SILICONE RESIN PAINT FINISH SF 4,270.000	34.000	145,180.00
432	6002		RIPRAP (CONC) (5 IN) CY 144.000	600.000	86,400.00

PROJECT: STP 2019(985)
COUNTY : FISHER

, ETC.

CCSJ
031701037

BIDDER
1

DATE DIV JOB
6 19 47 9

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
432	6008		RIPRAP (CONC) (CL B) (RR8&RR9) CY	405.000	600.000	243,000.00
432	6035		RIPRAP (STONE PROTECTION) (24 IN) CY	254.000	181.000	45,974.00
432	6046		RIPRAP (MOW STRIP) (5 IN) CY	741.000	590.000	437,190.00
450	6007		RAIL (TY T223) (HPC) LF	1,162.000	175.000	203,350.00
454	6001		SEALED EXPANSION JOINT (4 IN) (SEJ - A) LF	191.000	158.000	30,178.00
454	6004		ARMOR JOINT (SEALED) LF	16.000	370.000	5,920.00
460	6002		CMP (GAL STL 18 IN) LF	943.000	61.000	57,523.00
460	6003		CMP (GAL STL 24 IN) LF	325.000	65.000	21,125.00
460	6004		CMP (GAL STL 30 IN) LF	223.000	89.000	19,847.00
460	6005		CMP (GAL STL 36 IN) LF	384.000	90.000	34,560.00
460	6011		CMP AR (GAL STL DES 4) LF	30.000	212.000	6,360.00
460	6012		CMP AR (GAL STL DES 5) LF	53.000	253.000	13,409.00
462	6006		CONC BOX CULV (5 FT X 2 FT) LF	100.000	700.000	70,000.00
462	6013		CONC BOX CULV (6 FT X 6 FT) LF	28.000	1,600.000	44,800.00
462	6014		CONC BOX CULV (7 FT X 3 FT) LF	8.000	2,200.000	17,600.00
462	6015		CONC BOX CULV (7 FT X 4 FT) LF	153.000	900.000	137,700.00
462	6034		CONC BOX CULV (10 FT X 10 FT) LF	16.000	3,200.000	51,200.00
462	6187		CONC BOX CULV (18 FT X 4 FT) LF	15.000	4,500.000	67,500.00
462	6188		CONC BOX CULV (18 FT X 5 FT) LF	15.000	4,700.000	70,500.00
462	6189		CONC BOX CULV (18 FT X 7 FT) LF	11.000	5,100.000	56,100.00

PROJECT: STP 2019(985) , ETC. CCSJ BIDDER DATE DIV JOB
COUNTY : FISHER 031701037 1 6 19 47 9

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
462	6190		CONC BOX CULV (18 FT X 8 FT) LF 17.000	5,300.000	90,100.00
464	6005		RC PIPE (CL III) (24 IN) LF 133.000	207.000	27,531.00
464	6007		RC PIPE (CL III) (30 IN) LF 59.000	213.000	12,567.00
466	6095		HEADWALL (CH - PW - 0) (DIA= 18 IN) EA 2.000	5,900.000	11,800.00
466	6097		HEADWALL (CH - PW - 0) (DIA= 24 IN) EA 3.000	7,500.000	22,500.00
466	6099		HEADWALL (CH - PW - 0) (DIA= 30 IN) EA 2.000	13,500.000	27,000.00
466	6101		HEADWALL (CH - PW - 0) (DIA= 36 IN) EA 8.000	14,000.000	112,000.00
466	6111		HEADWALL (CH - PW - A - 0) (DES= 4) EA 2.000	9,000.000	18,000.00
466	6121		HEADWALL (CH - PW - A - S) (DES= 5) EA 2.000	15,500.000	31,000.00
466	6171		WINGWALL (PW - 1) (HW=10 FT) EA 2.000	54,500.000	109,000.00
466	6172		WINGWALL (PW - 1) (HW=11 FT) EA 3.000	69,000.000	207,000.00
466	6173		WINGWALL (PW - 1) (HW=12 FT) EA 2.000	92,000.000	184,000.00
466	6179		WINGWALL (PW - 1) (HW=4 FT) EA 2.000	13,000.000	26,000.00
466	6180		WINGWALL (PW - 1) (HW=5 FT) EA 2.000	17,000.000	34,000.00
466	6181		WINGWALL (PW - 1) (HW=6 FT) EA 4.000	13,000.000	52,000.00
466	6183		WINGWALL (PW - 1) (HW=8 FT) EA 2.000	43,000.000	86,000.00
467	6245		SET (TY I) (S= 7 FT) (HW= 4 FT) (4:1) (C) EA 2.000	11,300.000	22,600.00
467	6348		SET (TY II) (18 IN) (CMP) (6: 1) (P) EA 34.000	1,660.000	56,440.00
467	6379		SET (TY II) (24 IN) (CMP) (6: 1) (C) EA 6.000	1,850.000	11,100.00
467	6380		SET (TY II) (24 IN) (CMP) (6: 1) (P) EA 10.000	1,850.000	18,500.00

PROJECT: STP 2019(985)
COUNTY : FISHER

, ETC.

CCSJ
031701037

BIDDER
1

DATE DIV JOB
6 19 47 9

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
467	6388		SET (TY II) (24 IN) (RCP) (3: 1) (C) EA	2.000	1,500.000	3,000.00
467	6390		SET (TY II) (24 IN) (RCP) (4: 1) (C) EA	1.000	1,600.000	1,600.00
467	6394		SET (TY II) (24 IN) (RCP) (6: 1) (C) EA	1.000	1,800.000	1,800.00
467	6410		SET (TY II) (30 IN) (CMP) (6: 1) (P) EA	8.000	2,500.000	20,000.00
467	6422		SET (TY II) (30 IN) (RCP) (6: 1) (C) EA	2.000	2,400.000	4,800.00
467	6444		SET (TY II) (36 IN) (CMP) (6: 1) (P) EA	12.000	3,300.000	39,600.00
480	6001		CLEAN EXIST CULVERTS EA	22.000	3,700.000	81,400.00
496	6004		REMOV STR (SET) EA	8.000	610.000	4,880.00
496	6005		REMOV STR (WINGWALL) EA	62.000	820.000	50,840.00
496	6006		REMOV STR (HEADWALL) EA	31.000	230.000	7,130.00
496	6007		REMOV STR (PIPE) LF	157.000	40.000	6,280.00
496	6010		REMOV STR (BRIDGE 100 - 499 FT LENGTH) EA	2.000	300,000.000	600,000.00
500	6001		MOBILIZATION LS	1.000	1,846,000.000	1,846,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO	29.000	5,000.000	145,000.00
506	6002	004	ROCK FILTER DAMS (INSTALL) (TY 2) LF	960.000	37.000	35,520.00
506	6011	004	ROCK FILTER DAMS (REMOVE) LF	960.000	14.000	13,440.00
506	6020	004	CONSTRUCTION EXITS (INSTALL) (TY 1) SY	888.000	37.000	32,856.00
506	6024	004	CONSTRUCTION EXITS (REMOVE) SY	888.000	10.000	8,880.00
506	6038	004	TEMP SEDMT CONT FENCE (INSTALL) LF	31,932.000	2.310	73,762.92
506	6039	004	TEMP SEDMT CONT FENCE (REMOVE) LF	31,932.000	.500	15,966.00

PROJECT: STP 2019(985) , ETC. CCSJ BIDDER DATE DIV JOB
COUNTY : FISHER 031701037 1 6 19 47 9

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
506	6041	004	BIODEG EROSN CONT LOGS (INSTL) (12") LF 4,336.000	4.500	19,512.00
506	6043	004	BIODEG EROSN CONT LOGS (REMOVE) LF 4,336.000	.500	2,168.00
510	6003		ONE-WAY TRAF CONT (PORT TRAF SIG) MO 38.000	6,630.000	251,940.00
512	6001		PORT CTB (FUR & INST) (SGL SLOPE) (TY 1) LF 5,910.000	120.000	709,200.00
512	6025		PORT CTB (MOVE) (SGL SLP) (TY 1) LF 14,550.000	10.000	145,500.00
512	6037		PORT CTB (STKPL) (SGL SLP) (TY 1) LF 5,910.000	12.000	70,920.00
530	6006		DRIVEWAYS (SURF TREAT) SY 3,120.000	57.000	177,840.00
530	6019		DRIVEWAYS (ACP) (TYPE 1) SY 335.000	91.000	30,485.00
533	6001		RUMBLE STRIPS (SHOULDER) LF 122,527.000	.110	13,477.97
533	6002		RUMBLE STRIPS (CENTERLINE) LF 61,360.000	.110	6,749.60
540	6001	001	MTL W-BEAM GD FEN (TIM POST) LF 5,862.500	23.000	134,837.50
540	6006	001	MTL BEAM GD FEN TRANS (THRIE-BEAM) EA 12.000	1,525.000	18,300.00
540	6014	001	SHORT RADIUS LF 26.000	31.000	806.00
540	6033	001	MTL BM GD FEN (LONG SPAN SYSTEM) EA 15.000	1,200.000	18,000.00
542	6001		REMOVE METAL BEAM GUARD FENCE LF 5,366.000	2.100	11,268.60
542	6002		REMOVE TERMINAL ANCHOR SECTION EA 36.000	205.000	7,380.00
544	6001		GUARDRAIL END TREATMENT (INSTALL) EA 45.000	2,550.000	114,750.00
545	6001		CRASH CUSH ATTEN (INSTL) EA 8.000	10,000.000	80,000.00
545	6003		CRASH CUSH ATTEN (MOVE & RESET) EA 40.000	500.000	20,000.00
545	6004		CRASH CUSH ATTEN (STKPL) EA 8.000	400.000	3,200.00

PROJECT: STP 2019(985)
COUNTY : FISHER

, ETC.

CCSJ
031701037

BIDDER
1

DATE DIV JOB
6 19 47 9

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
552	6001	001	WIRE FENCE (TY A) LF	720.000	26.000	18,720.00
560	6011		MAILBOX INSTALL-S (TWW-POST) TY 4 EA	4.000	250.000	1,000.00
560	6013		MAILBOX INSTALL-M (TWW-POST) TY 4 EA	3.000	510.000	1,530.00
644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) EA	134.000	460.000	61,640.00
644	6004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) EA	25.000	510.000	12,750.00
644	6007		IN SM RD SN SUP&AM TY10BWG(1)SA(U) EA	4.000	560.000	2,240.00
644	6030		IN SM RD SN SUP&AM TYS80(1)SA(T) EA	23.000	610.000	14,030.00
644	6031		IN SM RD SN SUP&AM TYS80(1)SA(T-2EXT) EA	3.000	660.000	1,980.00
644	6033		IN SM RD SN SUP&AM TYS80(1)SA(U) EA	4.000	720.000	2,880.00
644	6065		IN BRIDGE MNT CLEARANCE SGN ASSM(TY S) EA	2.000	2,600.000	5,200.00
644	6076		REMOVE SM RD SN SUP&AM EA	184.000	66.000	12,144.00
658	6014		INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI) EA	22.000	11.000	242.00
658	6047		INSTL OM ASSM (OM-2Y)(WC)GND EA	62.000	66.000	4,092.00
658	6062		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI) EA	92.000	11.000	1,012.00
662	6004		WK ZN PAV MRK NON-REMOV (W)4"(SLD) LF	14,620.000	.200	2,924.00
662	6016		WK ZN PAV MRK NON-REMOV (W)24"(SLD) LF	110.000	2.600	286.00
662	6034		WK ZN PAV MRK NON-REMOV (Y)4"(SLD) LF	11,520.000	.200	2,304.00
662	6050		WK ZN PAV MRK REMOV (REFL) TY II-A-A EA	1,248.000	3.600	4,492.80
662	6063		WK ZN PAV MRK REMOV (W)4"(SLD) LF	8,800.000	1.100	9,680.00
662	6075		WK ZN PAV MRK REMOV (W)24"(SLD) LF	216.000	10.100	2,181.60

PROJECT: STP 2019(985) , ETC. CCSJ BIDDER DATE DIV JOB
COUNTY : FISHER 031701037 1 6 19 47 9

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
662	6095		WK ZN PAV MRK REMOV (Y) 4" (SLD) LF 34,560.000	1.100	38,016.00
662	6109		WK ZN PAV MRK SHT TERM (TAB) TY W EA 63.000	2.400	151.20
662	6111		WK ZN PAV MRK SHT TERM (TAB) TY Y-2 EA 7,277.000	1.900	13,826.30
666	6036	007	REFL PAV MRK TY I (W) 8" (SLD) (100MIL) LF 831.000	.900	747.90
666	6048	007	REFL PAV MRK TY I (W) 24" (SLD) (100MIL) LF 520.000	7.200	3,744.00
666	6224	007	PAVEMENT SEALER 4" LF 2,144.000	.350	750.40
666	6303	007	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL) LF 142,997.000	.450	64,348.65
666	6312	007	RE PM W/RET REQ TY I (Y) 4" (BRK) (100MIL) LF 10,810.000	.450	4,864.50
666	6315	007	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL) LF 83,334.000	.450	37,500.30
668	6077		PREFAB PAV MRK TY C (W) (ARROW) EA 4.000	510.000	2,040.00
668	6085		PREFAB PAV MRK TY C (W) (WORD) EA 4.000	720.000	2,880.00
672	6007		REFL PAV MRKR TY I-C EA 43.000	4.100	176.30
672	6009		REFL PAV MRKR TY II-A-A EA 1,641.000	4.100	6,728.10
677	6001		ELIM EXT PAV MRK & MRKS (4") LF 40,478.000	1.100	44,525.80
677	6007		ELIM EXT PAV MRK & MRKS (24") LF 308.000	9.100	2,802.80
678	6001		PAV SURF PREP FOR MRK (4") LF 2,144.000	.310	664.64
685	6004		INSTL RDS D FLSH BCN ASSM (SOLAR PWRD) EA 10.000	12,000.000	120,000.00
685	6006		REMOV RDS D FLSH BCN AM (SOLAR PWRD) EA 6.000	510.000	3,060.00
730	6002		FULL - WIDTH MOWING AC 106.000	250.000	26,500.00
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN EA 6.000	20,100.000	120,600.00

PROJECT: STP 2019(985)
COUNTY : FISHER

, ETC.

CCSJ
031701037

BIDDER
1

DATE DIV JOB
6 19 47 9

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
6185	6002	001	TMA (STATIONARY) DAY	207.000	175.000	36,225.00
6185	6005	001	TMA (MOBILE OPERATION) DAY	87.000	77.000	6,699.00
6307	6003		TEMP SPEED MONITOR SYS EA	4.000	17,000.000	68,000.00
TOTAL						18,577,370.54

This page intentionally left blank.

CONTRACT NO. 06193009

COUNTY FISHER

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By


GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

Date

7/16/19

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

(Typed, Printed or Stamped Name and Title)


RECOMMENDED FOR EXECUTION:



CONTRACTOR
Party of the Second Part

FNF CONSTRUCTION, INC.

By:


Robert W. Botcher (Title) President

07/02/2019
(Date)

By:

(Title)

(Date)

By:

(Title)

(Date)

This page intentionally left blank.

CARLOS J RODRIGUEZ PE DIRECTOR CONSTRUCTION SECTION

PERFORMANCE BOND

CONTRACT NO. 06193009

COUNTY FISHER

BOND NO. 024238983

KNOW ALL PERSONS BY THESE PRESENTS:

That we **FNF CONSTRUCTION, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **eighteen million five hundred seventy-seven thousand three hundred seventy and 54/100 Dollars (\$18,577,370.54)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 1st day of July, 2019.

FNF CONSTRUCTION, INC.


CONTRACTOR Robert W. Botcher

*By: President
(Title)

CONTRACTOR

*By: _____
(Title)

Liberty Mutual Insurance Company
SURETY (Print Firm Name and Seal)

*By: Kristin D. Thorbeck
Kristin D. Thorbeck (Title) ATTORNEY-IN-FACT

N/A
SURETY (Print Firm Name and Seal)

*By: N/A
(Title)

N/A
SURETY (Print Firm Name and Seal)

*By: N/A
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

This page intentionally left blank.

PAYMENT BOND

CONTRACT NO. 06193009

COUNTY FISHER

BOND NO. 024238983

KNOW ALL PERSONS BY THESE PRESENTS:

That we **FNF CONSTRUCTION, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **eighteen million five hundred seventy-seven thousand three hundred seventy and 54/100 Dollars (\$18,577,370.54)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 1st day of July, 2019.

FNF CONSTRUCTION, INC.

Robert W. Boller
CONTRACTOR Robert W. Boller

*By: president
(Title)

CONTRACTOR

*By: _____
(Title)

Liberty Mutual Insurance Company
SURETY (Print Firm Name and Seal)

*By: Keistin D. Thurber
Keistin D. Thurber (Title) Attorney-In-Fact

N/A
SURETY (Print Firm Name and Seal)

*By: N/A
(Title)

N/A
SURETY (Print Firm Name and Seal)

*By: N/A
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

This page intentionally left blank.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8179123

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy L. Baich; James A. Bracy; Erin Brown; Terry Crull; David G. Jensen; Kristin D. Thurber

all of the city of Scottsdale, state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of August, 2018.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of August, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of July, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety
2200 Renaissance Boulevard, Suite 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Attach This Notice To Your Policy:

This notice is for information only and does not become a part or condition of the attached document.



NOTIFICACION IMPORTANTE

PARA OBTENER INFORMACION O REALIZAR UNA QUEJA:

Usted puede escribir la notificación y dirigirla a Liberty Mutual Surety en la siguiente dirección:

Liberty Mutual Surety
2200 Renaissance Boulevard, Suite 400
King of Prussia, PA 19406-2755

Usted puede contactar al Departamento de Seguros de Texas para obtener información acerca de las compañías, coberturas, derechos o quejas:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a la siguiente dirección:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

Disputas acerca de primas o reclamos

En caso de que usted quiera elevar una disputa concerniente al tema de primas, por favor contacte en primer lugar a su agente. Si el tema de la disputa es relativo a un reclamo, por favor contacte a la compañía de seguros en primer término. Si usted considera que la disputa no es apropiadamente resuelta en estas instancias, entonces usted puede contactar al Departamento de Seguros de Texas..

Adjunte esta notificación a su póliza:

Esta notificación es a los solos fines de su información y la misma no forma parte o condiciona de manera alguna el documento adjunto.